

International Association of Movers (IAM)

Dispute Settlement Program for Household Goods



FORUM Household Goods Dispute Settlement Program Rules

Rule 1. Definitions.

"Agent." A local moving company that books long distance moves through a larger household goods Carrier or van line. An Agent company usually performs the packing, storage, and other local moving services that are required as part of an interstate shipment of household goods.

"Bill of Lading." The contract between a Shipper and a Carrier that lists the dates, services, and charges for a move and receipt for the articles tendered by a shipper to a mover.

"Binding Arbitration." A streamlined legal procedure used to resolve disputes where the parties to the dispute agree to abide by the decision of an independent neutral third party.

"Business Days." All calendar days, except Saturdays, Sundays, and U.S. federal holidays.

"Calendar Days." All days, including Saturdays, Sundays, and local and federal holidays, except when they fall on the last day of a time period.

"Carrier." The household goods mover or van line under whose interstate authority the move was conducted.

"Claim." A Claim for loss or damage to household goods transported under a moving contract (Bill of Lading), or a dispute regarding the amount of charges assessed by the Carrier in addition to those collected at delivery for transportation and services related to household goods under a moving contract, subject to the Carrier's tariff and the rules of this program.

"Filed." A submission is considered Filed on the date that FORUM receives all fees and the complete Submission, which includes one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., if not in electronic form, that the parties may wish to have considered by the arbitrator. When FORUM receives a fee or any portion of a Submission after a deadline, the Submission is considered late and a Late Fee will be assessed to the late party, unless an extension was previously requested and granted.

"Notice." A written Notice or other written communication to FORUM, the International Association of Movers (IAM) or to the parties to a dispute.

“Shipper.” A party to a moving contract (Bill of Lading) with a Carrier who has rights under the contract.

“Submission.” All documents, writings, data compilations, tape recordings, electronic recordings or video recordings, including the Submission to Arbitration form and Claimant Questionnaire forms provided by a party to FORUM in support of a Claim or in defense to a Claim.

Rule 2. Program Information.

A Carrier participating in the program will provide information regarding the availability of the arbitration program to persons for whom it is performing household goods transportation services before the shipment is tendered to the Carrier for transportation. This information will include a concise, easy-to-read, accurate summary of procedures and costs involved, as well as disclosure of the legal effects of the election to use the program.

Rule 3. Limitation of Applicability.

These rules apply to Claims resulting from interstate household goods shipments that have been arranged and paid for by an individual householder (also referred to as a collect-on-delivery shipment). Claim disputes involving shipments of goods arranged and paid for by a party other than the individual householder (the Shipper’s employer, for example) may be arbitrated under these rules, but only when both the Carrier and the third party agree to arbitrate under these procedures. Other types of claims resulting from household goods shipments may also be arbitrated under these rules when both the Carrier and the Shipper agree to arbitrate under these procedures.

Rule 4. Submission of Dispute to Arbitration: Optional or Mandatory.

If a Shipper requests arbitration of a disputed Claim over \$10,000, the disputed Claim will be submitted to arbitration only if both the Shipper and the Carrier consent to Binding Arbitration. If the Shipper requests arbitration on a disputed Claim of \$10,000 or less, the disputed Claim must be submitted to Binding Arbitration by the Carrier, if no settlement can be reached.

Rule 5. Arbitration Administrator.

When both parties agree to arbitrate and sign the Submission to Arbitration form, they appoint FORUM as the administrator of the arbitration. The authority and duties of FORUM are prescribed in the IAM Household Goods Dispute Settlement Program Rules that govern the arbitration. Where the rules are silent, as in the alternate oral procedure, the FORUM *Code of Procedure for Resolving Business-to-Business Disputes* will apply.

Rule 6. Requesting Arbitration.

The Shipper may request arbitration after the Claims adjusting process has been completed and the Carrier has denied a Claim or made an offer of settlement that the Shipper rejects. Unless waived by the Carrier, the request for arbitration shall be Filed with IAM within ninety (90) Calendar Days after the Carrier has made the final offer or denial of the Claim in writing to the Shipper.

The Shipper may request arbitration of a disputed Claim by sending written Notice to IAM setting forth the following information: Shipper's name, present address and telephone number; the name the shipment moved under; the Carrier's name and identification number of the shipment; any assigned loss and damage Claim number; dates and location of pickup and delivery; the monetary value of the Claim involved, and a description of the dispute.

Rule 7. Notification and Response by Carrier to Shipper's Request.

IAM shall promptly send Notice of the Shipper's request for arbitration to the Carrier. Within fifteen (15) Business Days after receipt of the Notice, the Carrier will respond to IAM in writing, advising IAM of the action it wishes to take in response to the Shipper's request.

If the Claim that the dispute is based upon is valued at \$10,000 or less, the Carrier will either provide Notice to IAM that the Claim has been resolved or will duly authorize IAM to issue arbitration forms to the Shipper. If the Claim that the dispute is based on is valued at over \$10,000, the Carrier may either authorize IAM to issue arbitration forms to the Shipper or decline to arbitrate the dispute. If declining to arbitrate the dispute, the Carrier shall write directly to the Shipper within the fifteen (15) Business Day time period, and provide a copy of that response to IAM.

Rule 8. Administrative Fees for Initiation of Proceedings; Apportionment.

The amount of FORUM's Administrative Fee is based on the amount of the Shipper's Claim that is in dispute.

The Fee Schedule is as follows:

Amount of Disputed Claim	Total Administrative Fee	Shipper's Share of Administrative Fee	Carrier's Share of Administrative Fee
\$10,000 or less	\$650	\$300	\$350
Over \$10,000 up to \$20,000	\$700	\$325	\$375
Over \$20,000 up to \$30,000	\$750	\$350	\$400
Over \$30,000 up to \$40,000	\$800	\$375	\$425
Over \$40,000 up to \$50,000	\$850	\$400	\$450

Over \$50,000	\$850 plus 1% of the amount over \$50,000	\$400 plus one-half of 1% of the amount over \$50,000	\$450 plus one-half of 1% of the amount over \$50,000
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** If you do not have access to e-mail and require this proceeding to be communicated and conducted on paper, via mail, FORUM reserves the right to charge an additional administrative fee of up to \$50.00.*

For example, if the amount of the dispute is \$7500, the applicable Administrative Fee would be \$650. This fee would be shared between the parties with the Carrier paying \$350 and the Shipper paying \$300. If the Claim in dispute is higher, \$75,000 for example, a \$850 fee would apply plus 1% of the amount over \$50,000. In this example, the fee to be shared by the parties would be \$1100 (\$850 plus 1% of \$25,000); the fee for the Carrier would be \$575 and the fee for the Shipper would be \$525.

The arbitrator may apportion the Fee as part of the final decision by determining which party shall pay the cost or a portion of the cost of the arbitration proceeding, including the cost of initiating the arbitration process.

Rule 9. Initiation of Arbitration Procedures.

Within thirty (30) Calendar Days after the date of the IAM transmittal letter, the Shipper may initiate arbitration by completing and signing the Submission to Arbitration form and the Claimant Questionnaire forms received from IAM and Filing them with FORUM, together with one (1) copy of all supporting items that are readily duplicated, such as the Submission to Arbitration form, the Claimant Questionnaire forms, inventory sheets from the move, purchase receipts, catalog pages, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., that the Shipper may wish to have considered by the arbitrator, and the Shipper's portion of the Administrative Fee for initiating the arbitration proceeding. Three (3) copies are only necessary if Filed by mail or courier.

Rule 10. Oral Hearing; Additional Fee.

Arbitration will proceed under the Oral Hearing procedures only when both parties agree.

Either party may request an Oral Hearing by Filing with FORUM a Request for Oral Hearing form. A request for an Oral Hearing must be Filed with FORUM not later than ten (10) Calendar Days after the date of the Filing of the Carrier's Submission.

FORUM will promptly send Notice of the request for an Oral Hearing to the responding party. Within fifteen (15) Calendar Days after receipt of the Notice, the responding party will respond to FORUM in writing, advising FORUM whether it agrees to an Oral Hearing. After both parties have consented to an Oral Hearing and paid the Oral Hearing Fee, FORUM will appoint an arbitrator from its panel pursuant to Rule 14. Upon acceptance of the arbitrator, FORUM will provide each party with a list of dates, times,

and locations for the Oral Hearing. Each party shall notify FORUM in writing, within fifteen (15) Calendar Days after receipt of the list indicating its preference for the identified dates, times and locations.

If both parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone, pursuant to Rule 16.

The Administrative Fee, that is in addition to the initial Filing Fee, for each party for an Oral Hearing shall be as follows:

Claim Amount	Administrative Fee Per Session
\$10,000 or less	\$300
Over \$10,000 up to \$50,000	\$400
Over \$50,000 up to \$100,000	\$500
Over \$100,000	\$650

A sixty (60) minute session is scheduled for cases in which the amount in controversy is \$10,000 or less. A one hundred twenty (120) minute session is scheduled for cases in which the amount in controversy is over \$10,000 and up to \$50,000. A one hundred eighty (180) minute session is scheduled for cases in which the amount in controversy is more than \$50,000.

Rule 11. Notification of Shipper - Initiation of Arbitration Procedures.

FORUM shall immediately notify the Carrier of the Shipper's Submission of the dispute to arbitration by sending one (1) copy of the Submission (including one copy of the signed Submission to Arbitration form) to the Carrier, along with an invoice for the Carrier's portion of the Administrative Fee for initiating the arbitration proceeding.

Rule 12. Submission by Carrier of Relevant Documents.

Within thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the Shipper's Submission of the dispute to arbitration, the Carrier shall sign the Submission to Arbitration form and File it with FORUM along with the Carrier's portion of the Administrative Fee to initiate the arbitration proceeding, one (1) copy of all supporting items that are readily duplicated, such as the Carrier's statement responding to the Shipper's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc. Three (3) copies are only necessary if filed by mail or courier. The Carrier shall place the FORUM case number on the first page of each document. Upon Filing, FORUM shall immediately forward one (1) copy of the Carrier's materials to the Shipper.

Rule 13. Supplemental Filings.

Within thirty (30) Calendar Days after the date of FORUM's Notice to the Shipper of the Carrier's Submission, the Shipper may File a Supplemental Submission in response to the Carrier's Submission. One (1) copy of all supporting items that are readily duplicated, such as the Shipper's statement responding to the Carrier's contentions, letters, moving documents, etc., and three (3) copies of supporting items that are not readily duplicated, such as photographs, DVD's, videos, etc., must be Filed with FORUM. Three (3) copies are only necessary if filed by mail or courier. Upon the Filing of a Supplemental Submission from the Shipper, FORUM shall provide the Carrier with a copy of the Shipper's Supplemental Submission. The Carrier will, in turn, have thirty (30) Calendar Days after the date of FORUM's Notice to the Carrier of the Filing of the Shipper's Supplemental Submission to File with FORUM a Supplemental Submission in response to the Shipper's Supplemental Submission. Upon Filing by the Carrier, FORUM will provide a copy of the Carrier's Supplemental Submission to the Shipper. The parties shall place the FORUM case number on the first page of each document.

Supplemental Submissions are not required. Supplemental Submissions may be used to provide additional facts or information about the case if either party so chooses. In the interest of obtaining a prompt resolution of a dispute, Supplemental Submissions are limited to one (1) Supplemental Submission from each party, except as provided in Rule 19. Failure of either party to make a reply within the thirty (30) Calendar Day time period is deemed to be a waiver of its right to reply.

When all Submissions, statements, Supplemental Submissions and replies, if any, have been Filed with FORUM, they will be transmitted to the arbitrator as provided in Rule 14 and Rule 15.

Rule 14. Appointment of Neutral Arbitrator.

Immediately after the receipt of the Submission materials from both parties, FORUM shall appoint an arbitrator from its panel. Each party may remove one (1) arbitrator by Filing a Notice of Removal with FORUM within fifteen (15) Calendar Days after the date of the Notice of Appointment of the arbitrator has been provided to the parties. Any party may request disqualification of any other arbitrator as provided in Rule 27.

Upon acceptance of the arbitrator, FORUM shall forward the case file to the arbitrator for prompt decision, and shall notify the parties that the case file has been forwarded to the arbitrator.

Rule 15. No Direct Communication with Arbitrator.

There shall be no direct communication between any party to the dispute and an arbitrator. Oral or written communications from any party intended for an arbitrator shall be directed to FORUM for transmittal to the arbitrator.

Rule 16. Arbitration Procedures.

The majority of cases heard by FORUM follow a standard procedure with a decision by the arbitrator based on the presentation of written documents and facts to the arbitrator.

Oral Hearings are available as an option but they are not mandatory; neither party is required to participate in an oral hearing. Oral Hearings require the consent of both parties and the payment of an additional fee as prescribed in Rule 10.

If the parties do not agree to an Oral Hearing, the arbitration will proceed on the documents alone.

Rule 17. Time of Decision.

The decision shall be rendered promptly by the arbitrator no later than thirty (30) Calendar Days after receipt of the FORUM case file notifying the arbitrator of the dispute, or in the event of an Oral Hearing, within thirty (30) Calendar Days after the arbitrator declares the proceeding closed. If the decision cannot be rendered within thirty (30) Calendar Days of written notification of the dispute, the arbitrator may reasonably extend the time period in order to obtain additional information required to resolve the dispute.

Rule 18. Extensions of Time.

The parties may modify any period of time established by these rules by mutual agreement, with the exception of the time required to issue a decision. Further, FORUM may for good cause extend time periods after the initial Filing of the claim, except for the time required for issuing a decision, and FORUM shall notify the parties, in writing, of any such extension.

A request for an extension must be Filed with FORUM at least five (5) Calendar Days before the time period ends. A request Filed after the time period has ended will not be considered unless extraordinary circumstances exist which must be asserted in the request. A party may obtain one (1) extension without cost. An additional extension request must be Filed with FORUM before the first extension expires and include a \$50 Extension Request Fee.

Rule 19. Scope of Decision; Jurisdiction of the Arbitrator.

The arbitrator shall determine with finality the merits of the controversy. The amount of the Award may not exceed the Carrier's liability under its Bill of Lading, or in the case of disputed charges, the total amount of the disputed additional charges.

The decision shall be governed by applicable laws, U.S. DOT approved regulations, provisions of the Carrier's tariff and applicable practices of the moving industry. Where possible, the final decision will be itemized if more than one issue or item is adjudicated.

The arbitrator has jurisdiction to consider only Claims for loss or damage to the household goods transported and to determine whether Carrier charges, in addition to those collected at delivery, must be paid by the Shipper for transportation and services related to the transportation of household goods. Any other Claims can be considered only upon written agreement by both the Shipper and the Carrier.

The arbitrator has no jurisdiction to consider any other Claims, including, but not limited to: consequential or incidental damages, mental anguish, loss of wages, punitive damages, alleged fraud, violations of law or any Claim which is not subject to arbitration under law.

The arbitrator may request the parties, through FORUM, to supply any additional facts or materials that, in the opinion of the arbitrator, will be helpful in determining the case. Documents submitted in response to an arbitrator's request shall be Filed no later than twenty (20) Calendar Days after the date of the request.

Rule 20. Submission of Supporting Documents.

In order to obtain a prompt resolution of a dispute, it is essential that all documents be submitted to FORUM within the time periods prescribed herein.

If a party wishes to File a late Submission, the party must forward the Submission to FORUM within ten (10) Calendar Days of the Submission due date and include the Late Fee of \$100.00. FORUM will not accept a late Submission unless the Late Fee is timely paid. Late Submissions will not be accepted after the ten (10) Calendar Day deadline.

Rule 21. Delivery of Decision to Parties.

Upon receipt of the arbitrator's decision, FORUM shall forward a copy of the decision to the parties with a copy to IAM.

If either of the Parties are unable to use email, Parties shall accept as legal delivery of all documents, including the decision, the placing of such documents or decision or a true copy thereof in the mail by FORUM, addressed to such party at its last known address or to the duly designated agent of each party, or personal service of the decision, or the Filing of the decision in any manner which may be prescribed by law.

Rule 22. Satisfaction of Award or Order of the Arbitrator.

Unless otherwise stipulated by the arbitrator and subject to the provisions of Rules 24 and 25, the standard performance period for the payment of any Award contained in a decision or Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the Award or Order. Or in the case of either party invoking Rule 25, Reconsideration of Awards or Orders, the standard performance period for the payment of any final Award or final Order of the Arbitrator shall be forty-five (45) Calendar Days from the date of the final Award or Order.

Rule 23. Withdrawal and Settlement of Claim.

The parties may settle the Claim by mutual agreement at any time prior to the issuance of a decision. In the event of such a settlement, the Carrier shall File a written Notice of Settlement, signed by all parties, with FORUM.

A Shipper may withdraw a Claim after it has been Filed with FORUM and before the Carrier is notified of the arbitration by Filing a Notice of Withdrawal with FORUM. A Shipper may withdraw a Claim before the Carrier Files a response with FORUM by notifying all parties in writing and filing a Notice of Withdrawal with FORUM. In such instances, a partial refund of the Shipper's portion of the Administrative Fee shall be at the discretion of FORUM; the Carrier's portion of the Administrative Fee, if already paid to FORUM, shall be refunded. The Shipper may File a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of the Notice of Arbitration Claim Withdrawal provided by FORUM to the parties.

After FORUM has received Submissions from both parties, the Shipper may not withdraw a Claim without the permission of FORUM or of an arbitrator if an arbitrator has been appointed. Any refund of the Administrative Fee for cases that are dismissed after FORUM has received Submissions from both parties is at the discretion of FORUM. The parties may File a request with FORUM for a partial refund of an Administrative Fee within thirty (30) Calendar Days of the date of Notice of the Dismissal provided by FORUM to the parties.

Rule 24. Correction of Awards or Orders.

FORUM may correct clerical or administrative mistakes or errors in the administration of cases or in the issuance of an Order or Award. This correction may be made at the request of a party or on the initiative of the FORUM or the Arbitrator. No fee is required for such a request.

Rule 25. Reconsideration of Awards or Orders.

Within twenty (20) Calendar Days after the date of the Award or Order, a party may request a reconsideration of the Award or Order. The requesting party shall File the request with FORUM and pay an additional fee of \$200 to FORUM. A party cannot make a second request. FORUM shall immediately notify the responding party of the request for reconsideration by sending one (1) copy of the request to the responding party. The responding party has twenty (20) Calendar Days after the date of FORUM's Notice to the responding party of the request for reconsideration to File a response with the FORUM.

The arbitrator may reconsider an award or order if:

- 1) The Award or Order is not final;
- 2) The Award or Order is ambiguous or contains evident material mistakes;
- 3) The arbitrator did not decide a submitted issue; or
- 4) The arbitrator decided an issue not agreed to be submitted to arbitration by both parties.

Rule 26. Interpretation and Application of Rules.

The arbitrator shall interpret and apply the rules insofar as they relate to the powers and duties of the arbitrator.

Rule 27. Disqualification of Neutral Arbitrator.

A party may disqualify an arbitrator if circumstances exist that create a conflict of interest or cause the arbitrator to be unfair or biased, including but not limited to the following:

- 1) The arbitrator has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts;
- 2) The arbitrator has served as an attorney to any party, the arbitrator has been associated with an attorney who has represented a party during that association, or the arbitrator or an associated attorney is a material witness concerning the matter before the arbitrator;
- 3) The arbitrator, individually or as a fiduciary, or the arbitrator's spouse or minor child residing in the arbitrator's household, has a direct financial interest in a matter before the arbitrator;
- 4) The arbitrator or the arbitrator's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:
 - is a party to the proceeding, or an officer, director or trustee of a party; or
 - is acting as a lawyer or representative in the proceeding.

An arbitrator shall disclose to FORUM the circumstances that create a conflict of interest or cause an arbitrator to be unfair or biased. FORUM shall disqualify an arbitrator or shall inform the parties of information disclosed by the arbitrator if the arbitrator is not disqualified.

A party may request the disqualification of an arbitrator by Filing with FORUM, and providing Notice to the other party, a written request stating the circumstances and specific reasons for the disqualification.

A request to disqualify an arbitrator must be Filed with FORUM within fifteen (15) Calendar Days after the date of the Notice of Arbitrator Appointment.

FORUM shall promptly review the request and shall disqualify the arbitrator if there exist circumstances requiring disqualification in accord with this Rule or other circumstances creating bias or the appearance of bias. If an arbitrator is disqualified or becomes unable to arbitrate before the issuance of a decision, FORUM shall select a new arbitrator.
